



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

July 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**PROBATION DEPARTMENT: APPROVAL OF NON-FINANCIAL AGREEMENT BETWEEN
LA WORKS AND THE COUNTY OF LOS ANGELES FOR THE CALIFORNIA GANG
REDUCTION, INTERVENTION AND PREVENTION PROGRAM
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

The County of Los Angeles Probation Department (Probation) is requesting that your Board approve a non-financial agreement between LA WORKS and the County, through the Probation Department, to implement the LA GRIP Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached non-financial Agreement with LA WORKS to implement the LA GRIP Project under the California Gang Reduction, Intervention and Prevention (CalGRIP) Program, to commence following Board approval through May 31, 2009.
2. Authorize the Chief Probation Officer and LA WORKS, or their respective designees, to serve as Project Director for their respective departments and to execute, on behalf of the County, the agreement and any required extensions, revisions, or amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As part of the Governor's overall CalGRIP initiative, the California Labor and Workforce Development Agency's Employment Development Department (EDD) awarded LA WORKS State funds for a CalGRIP program in Los Angeles. LA WORKS is a human services Joint Powers Agency (JPA) for 11 local cities in the San Gabriel Valley that provides the following services to needy individuals: housing rehabilitation, energy conservation, employment and training,

"To Enrich Lives Through Effective And Caring Service"

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transportation and business services. The County, through the Probation Department, collaborated with LA WORKS in the development of the grant proposal project entitled the LA GRIP Project. Implementation of the Project involves participation by the Department. LA WORKS will provide employment preparation services to youth at Camp Afflerbaugh and Camp Paige.

The purpose of the recommended actions is to obtain approval of a non-financial agreement between LA WORKS and the County through the Probation Department to implement the LA GRIP Project. Under the agreement, Probation will provide within available resources the equivalent of two Deputy Probation Officer II (DPO II) positions for the period following Board approval through May 31, 2009, to participate in the LA GRIP Project and collaborate with the project team and lead agency LA WORKS. The Deputy Probation Officers will be responsible for providing extensive case management support for participants, and for coordinating and monitoring all aspects of court-ordered assignments and project activities for youth on probation.

The recommended LA GRIP Project will provide two distinct training/job placement services aimed at eliminating barriers to employment for gang-affiliated/at-risk youth. An "in-camp" program and a "work experience" program will provide training in work readiness and basic life skills, enabling youth to earn an industry-recognized Diversified Occupations credential, thus preparing youth to begin unsubsidized employment or advanced training.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan Goal 1: Service Excellence; Goal 5: Children and Family Services; Goal 6: Community Services; and Goal 4: Fiscal Responsibility. Implementation of these recommendations will provide services that will be beneficial to probation and parole youth and their families by improving their well-being and promoting self-sufficiency.

FISCAL IMPACT/FINANCING

This is a non-financial agreement. As resources allow, Probation will provide Deputy Probation Officers to participate in this program and will absorb the cost within Probation's existing budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 25, 2007, the Governor released the CalGRIP initiative and targeted \$31 million in State and federal funding toward local anti-gang efforts. As part of this statewide initiative, up to 2.8 million Workforce Investment Act (WIA) Governor's Discretionary 15 Percent funds were available to implement intervention and prevention strategies, including job training, supportive services, education and placement for targeted youth.

In November 2007, the EDD in coordination with the California Workforce Investment Board and the Labor and Workforce Development Agency released a Solicitation For Proposal (SFP) announcing the availability of 2.8 million WIA Governor's Discretionary 15 Percent funds to expand job training for current youth involved in gangs or youth who are at-risk of gang involvement as part of Governor Schwarzenegger's CalGRIP initiative.

On March 3, 2008, grant awards were announced by the Governor's Office. LA WORKS was awarded a grant for \$399,522 for the period of April 1, 2008 to May 31, 2009.

Agreement was approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Probation to continue its efforts to enhance programs aimed at eliminating employment and other barriers for gang-affiliated/at-risk youth and adults.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Clerk of the Board send the adopted Board letter of this action to Director Yolanda Young, Probation Department, Contract Management Division, 9150 East Imperial Hwy Downey, CA 90242.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF: SRH:RDC
RBT:YY:yjf

Attachment

c: County Counsel

LA GRIP.bl

**NON-FINANCIAL AGREEMENT BY AND BETWEEN
LA WORKS AND
THE COUNTY OF LOS ANGELES
FOR THE CALIFORNIA GANG REDUCTION,
INTERVENTION AND PREVENTION PROGRAM (CALGRIP)**

This agreement is made and entered into by and between LA Works, A One-Stop Workforce Development Partnership and Los Angeles County WorkSource Center, a public agency with its principal office located at 5200 Irwindale Avenue, Irwindale, California, 91706 (hereinafter referred to as LA Works), and Los Angeles County, acting through its Probation Department (hereinafter referred to as COUNTY), with its administrative office located at 9150 East Imperial Highway, Downey, CA 90242.

WHEREAS, COUNTY, through the Department of Probation operates camps for youthful offenders who are placed on probation and has a duty to develop a discharge plan and supervise the youth on probation; and

WHEREAS, LA WORKS, provides a One-Stop Workforce Development Partnership and is a Los Angeles County WorkSource Center; and

WHEREAS, LA WORKS AND the COUNTY wish to collaborate and provide two distinct training/job placement programs aimed at eliminating employment and other barriers for gang-affiliated/at-risk youth; and

WHEREAS, both programs will provide training in work readiness, life, and basic skills; enable youth to earn an industry-recognized Diversified Occupations credential; and prepare youth to begin unsubsidized employment or advanced training; and

WHEREAS, parties desire to implement the CalGRIP Program for Fiscal year 2008/2009; and

WHEREAS, LA WORKS has received a grant from the Governor's Office and the Employment Development Department Workforce Services Division (EDD) to implement LA GRIP; and

WHEREAS, this is a non-financial agreement between both parties; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the **PARTIES** agree as follows:

I. PURPOSE

The purpose of this agreement is to implement the LA GRIP Project. The program will provide two distinct training/job placement programs aimed at eliminating employment and other barriers for gang-affiliated/at-risk youth. Under Path 1, an "in-camp" program will be implemented for youth (17 to 18) serving

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sentences at any of the following two County Probation Camps: Afflerbaugh, and Paige. Path 2 will provide a "work experience" program for gang youth 18 to 24 who reside in the San Gabriel Valley. Both programs will 1) provide training in work readiness, life, and basic skills; 2) enable youth to earn an industry-recognized "Diversified Occupations" credential; and 3) prepare youth to begin unsubsidized employment or advanced training.

II. TERM

This Agreement shall commence following Board of Supervisors approval and shall continue through May 31, 2009, unless terminated earlier as provided for in this agreement.

III. FUNDING

This is a non-financial agreement.

IV. SCOPE OF WORK AND RESPONSIBILITIES

The equivalent of two Deputy Probation Officers will be part of the LA GRIP project and will collaborate with the project team and lead agency, LA WORKS; as resources permit, Probation will provide the equivalent of two Deputy Probation Officer II positions (inclusive of salary and benefits) for the period following Board approval through May 31, 2009, unless terminated earlier as provided for in this agreement. These individuals will provide extensive case management support for participants, coordinating and monitoring all aspects of court-ordered assignments and project activities for youth on probation. County will provide monthly reports of in-kind personnel hours and in-kind funds to LA Works for inclusion in the CalGRIP progress reports to the State.

The LA GRIP project will provide two distinct training/job placement programs aimed at eliminating employment and other barriers for gang-affiliated/at-risk youth. Under Path 1, an "in-camp" program will be implemented for youth (17 to 18) serving sentences at any of the following two County Probation Camps: Afflerbaugh, and Paige. Path 2 will provide a "work experience" program for gang youth 18 to 24 who reside in the San Gabriel Valley. Both programs will 1) provide training in work readiness, life, and basic skills; 2) enable youth to earn an industry-recognized "Diversified Occupations" credential; and 3) prepare youth to begin unsubsidized employment or advanced training.

V. RECORDS AND DOCUMENTS

Parties to this agreement shall maintain such records and accounts, including property, personnel and financial records, as are deemed reasonably necessary by LA WORKS and/or its Funding Source to assure a proper accounting for projected funds, both State and non-State shares. These records shall be made available for audit purposes to LA WORKS, the Funding Source, or to any

authorized representative. And thereof shall be retained for five years or as outlined by state, or regulatory agencies, after expiration of this contract unless permission to destroy them is granted by both LA WORKS and the Funding Source.

VI. CONFIDENTIALITY

LA WORKS and COUNTY shall continue to maintain the confidentiality of all records and information relating to juvenile participants under this agreement. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable federal, State and County laws, ordinances, regulations, and directives relating to confidentiality. LA WORKS and the COUNTY shall inform all their managers, supervisors, employees, and any and all of LA WORKS subcontractors providing services hereunder, of the confidentiality provision of this agreement.

In no case shall records or information pertaining to participants be disclosed to any person except designated COUNTY/ LA WORKS/State EDD CalGRIP employees.

VII. CONFIDENTIALITY OF DATA

All information, records, and data collected and maintained in connection with this agreement, including information about COUNTY, LA WORKS, clients facilities, and association, will be protected from unauthorized disclosure in accordance with applicable laws and regulations. COUNTY shall release such information only to authorized individuals and in accordance with applicable Federal and State laws.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). COUNTY understands and agrees that it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of clients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. COUNTY understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that LA WORKS has not undertaken any responsibility for compliance on COUNTY'S behalf. COUNTY has not relied, and will not in any way rely, on LA WORKS for legal advice or other representations with respect to COUNTY'S obligations

under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

COUNTY and LA WORKS understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. COUNTY further agrees to indemnify and hold harmless LA WORKS (including their officers, employees, and agents), for its failure to comply with HIPAA.

VIII. PAYMENT PROVISIONS

This is a non-financial agreement.

IX. TERMINATION

If COUNTY fails to fulfill in a timely and proper manner its obligations under this agreement, or if COUNTY violates any of the terms of this agreement, or if the grant from the Funding Source under which this agreement is made is terminated, by the Funding Source or Grantee, and the agreement by which such delegation is made is terminated, LA WORKS shall thereupon have the right to notify COUNTY of such termination, identifying the effective date thereof, which shall not be less than 30 days from date notice is received by COUNTY. If COUNTY is unable or unwilling to comply with such additional conditions as may be lawfully imposed by the Funding Source on the grant or agreement under which professional services are being rendered, COUNTY shall have the right to terminate the agreement by giving written notice to LA WORKS, identifying the effective date thereof, which shall not be less than 30 days from date notice is received by LA WORKS. Finished or unfinished documents, data, studies, and reports shall, at the option of LA WORKS, become its property, and unreimbursed expenses necessarily incurred in satisfactory performance of the agreement shall be reimbursed to COUNTY by LA WORKS.

Notwithstanding the above, either LA WORKS or COUNTY upon giving at least thirty (30) calendar days advance written notice from date of receipt of such notice to the other party may terminate this agreement at any time, with or without cause. Notwithstanding the above, COUNTY shall be entitled to compensation for any performance on the agreement. Notwithstanding the above, COUNTY and LA WORKS may withhold any reimbursements to COUNTY for the purpose of set-off until such time as the exact amount of damages due LA WORKS and/or COUNTY is agreed upon or otherwise determined.

X. INDEMNIFICATION

LA WORKS agrees to indemnify and hold COUNTY and the State of California harmless against any and all actions, claims, demands, and expenses of all kinds which may result from or arise out of the acts or omission of LA WORKS or any of LA WORKS partners, agents, employees or representative in the performance of this Agreement.

XI. INCORPORATION OF LA WORKS AGREEMENT WITH FUNDER

COUNTY hereby acknowledges and agrees to the terms and conditions of the Agreement between LA WORKS and the State of California incorporated herein by reference and attached hereto (Attachment 1), except as set forth by the terms of this Agreement. To the extent that there is any conflict between Attachment 1 and this Agreement, the terms set forth in this Agreement shall govern.

XII. ARBITRATION

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. In no event shall either party hereto initiate such arbitration after the date when the institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The unsuccessful party under the arbitration shall reimburse the prevailing party for all reasonable fees, costs, and expenses incurred by reason of the arbitration.

XIII. DISCRIMINATION

COUNTY will not discriminate against any employee in the performance of the Agreement or against any applicant for employment in the performance of the Agreement because of race, creed, color, sex, national origin, or sexual orientation. COUNTY will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, or sexual orientation. This requirement shall apply to, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Pursuant to the Equal Employment Opportunity Clause specified in Executive Order 11375, as amended, under which this Agreement is covered, no person in

the United States shall, on the grounds of race, creed, color, sex, sexual preference, ability to pay or national origin, be excluded from participation in, be denied the delivery of services of, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. COUNTY will comply with the regulations promulgated by the Funding Source, with the approval of the President of the United States, pursuant to the Civil Rights Act of 1964, as amended.

XIV. COPYRIGHTS AND PATENTS

If the Agreement results in a book or other copyrightable property, the author is free to copyright the work. The Funding Source and LA WORKS reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material, which can be copyrighted resulting from the Agreement.

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to LA WORKS and to the Funding Source for the determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

XV. SPECIAL CONDITIONS

In the performance of this Agreement, COUNTY is performing its Agreement responsibilities and duties independently and not as an agent, affiliate or associate of LA WORKS. COUNTY has no authority under this Agreement, directly or indirectly, to obligate or bind LA WORKS to third person or parties.

XVI. GENERAL TERMS AND CONDITIONS

For substantial and/or material changes imposed by EDD, the funder, LA WORKS and the COUNTY agree to evaluate, discuss and formulate a reasonable resolution which will be documented in writing.

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IN WITNESS WHEREOF, LA WORKS has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: *Yvonne B. Bente*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer and Clerk
Board of Supervisors



By: *Monte Rhana*
Deputy

COUNTY OF LOS ANGELES

By: *Robert B. Taylor*
ROBERT B. TAYLOR
CHIEF PROBATION OFFICER

Date 6-25-08

LA WORKS:

By: *Salvador R. Velasquez*
SALVADOR R. VELASQUEZ,
Chief Executive Officer

Date: June 24th 2008

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: *Gordon W. Trask*
GORDON W. TRASK
Principal Deputy

I hereby certify that pursuant to
Section 25100 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Monte Rhana*
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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